REMARKS

This is in response to the Office Action dated August 28, 2006. Claims 1, 2 and 4-16 are pending.

Claims 1, 7, 15 and 16 stand rejected under Section 103(a) as being allegedly unpatentable over Beddingfield in view of Papathomas. This Section 103(a) rejection is respectfully traversed for at least the following reasons.

Claims 1, 7, 15 and 16 require that the *insulating substrate is a polyimide-based insulating tape that is freely bendable and that has a thickness within a range of 15 to 40 μm.* For example and without limitation, see the instant specification at page 13, lines 3-18. The cited art fails to disclose or suggest this subject matter.

In certain example embodiments of this invention, the claimed solder resist and fillet are provided on a polyimide-based insulating tape from 15-40 um thick that is freely bendable in order to improve strength and reliability of resin sealing and to reduce fabrication problems caused by so-called "rise" of the insulating resin.

In contrast with the inventions of claims 1, 7, 15 and 16, Beddingfield (considering it in terms of its objects and technical features) is premised on the fact that its insulating substrate is a non-tape *plate*. Beddingfield at col. 4, lines 45-50 (relied on by the Office Action) states that the "wiring substrate 30 can either be in the form of an organic substrate or a *ceramic* substrate." The fact that a ceramic substrate is mentioned evidences that the substrate of Beddingfield is not freely bendable (ceramics are not freely bendable as required by claims 1, 7, 15 and 16). Additionally, many organic substrates are not freely bendable, so the mere mention of "organic" or BT resin by Beddingfield certainly does not mean that the substrate is freely bendable as required by these claims, let alone in the claimed thickness range. In view of the object and

arrangement of Beddingfield, the technical content thereof, and the fact that a ceramic substrate may be used, Beddingfield premises his invention on a non-bendable substrate which is the opposite of what claims 1, 7, 15 and 16 require. Judging from the technical content of Beddingfield, Beddingfield's substrate would be well over 40 um thick, and thus be outside of the claimed thickness range recited in claim 1.

It is also noted that Beddingfield at col. 1, lines 16-17, mentions an "organic printed circuit board." Again, this also is not a freely bendable polyimide-based insulating tape having a thickness of 15-40 μm as required by claims 1, 7, 15 and 16, as explained above.

Recognizing this flaw in Beddingfield, the Office Action cites to Papathomas. While Papathomas mentions an "organic substrate" in claim 22, Papathomas *fails* to mention any thickness or bendability of the "organic substrate." Thus, like Beddingfield, Papathomas also *fails* to disclose or suggest a freely bendable polyimide-based insulating tape having a thickness of 15-40 μm as required by claims 1, 7, 15 and 16. Accordingly, even the alleged combination of Beddingfield and Papathomas (which applicant believes would be incorrect in any event) fails to meet the inventions of claims 1, 7, 15 and 16.

Furthermore, even if the substrate of Papathomas was used in Beddingfield (which applicant believes would be incorrect in any event), this would merely result in the arrangement of Beddingfield except that the organic substrate would be made of polyimide instead of BT. Even this substrate would not be "freely bendable" and would not have a thickness of "15-40 um" as required by claims 1, 7, 15 and 16. Again, even the alleged combination fails to meet the respective inventions of these claims.

Still further, the "ceramic" teaching of Beddingfield indicates that Beddingfield desires a thick non-bending substrate, which is the opposite of what claims 1, 7, 15 and 16 require, so that

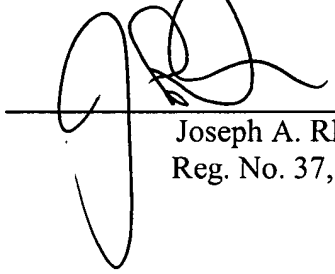
the cited art actually teaches directly away from the inventions of these claims. One of ordinary skill in the art would never have used a freely bendable substrate in Beddingfield given Beddingfield's teachings in this regard which clearly suggest the desire for a non-bending substrate.

It is requested that all rejections be withdrawn. All claims are in condition for allowance. If any minor matter remains to be resolved, the Examiner is invited to telephone the undersigned with regard to the same.

All claims are in condition for allowance. If any minor matter remains to be resolved, the Examiner is invited to telephone the undersigned with regard to the same.

Respectfully submitted,

NIXON & VANDERHYE P.C.

By: 

Joseph A. Rhoa
Reg. No. 37,515

JAR:caj
901 North Glebe Road, 11th Floor
Arlington, VA 22203-1808
Telephone: (703) 816-4000
Facsimile: (703) 816-4100